

BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS No. C11602

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed BIDS will be accepted via Public Purchase until the hour of 11:00:00 AM on March 24, 2016. At such time, BIDS will be publicly opened in Yakima City Hall, 1st Floor Conference Room, located at 129 N. 2nd Street, Yakima, Washington 98901 for:

Tire Reclamation
Yakima County Public Services, Solid Waste

Above per specifications or approved and acceptable equal. Instructions to register with Public Purchase and BID online are available at www.YakimaWA.Gov/Services/Purchasing or at www.PublicPurchas.com.

Yakima County reserves the right to reject any and all BID'S. Yakima County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

DONE this 9th day of March 2016.

(Seal)

Tiera Girard, Clerk of the Board

Publish:Yakima Herald-Republic: March 9, 2016



YAKIMA COUNTY INVITATION TO BID # C11602 COVER SHEET

THIS IS NOT AN ORDER



BID Release Date: March, 9, 2016

BID Receipt: Contractors must first register with Public Purchase and BID shall be completely uploaded into Public Purchase no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late BIDS will not be accepted or evaluated. If you try to submit a BID late, the electronic system will not receive it. BID openings are public. BIDS shall be firm for acceptance for ninety (90) days from date of BID opening, unless otherwise noted

BIDS ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

BIDS Must be completely uploaded by:

March 24, 2016 at 11:00:00 AM PST

Public Opening ☒

BIDDER'S Name & Address (to be filled out by Bidder):

Purchasing For:

Yakima County, Public Services Solid Waste
7151 Roza Hill Drive
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Susan Knotts, Buyer II

Phone

(509) 575-6095

E-Mail Address

Susan.Knotts@YakimaWA.Gov

PROJECT DESCRIPTION SUMMARY

Tire Reclamation

Delivery Details: FOB Destination, Freight Prepaid and Included.

☐ I hereby acknowledge receiving **addendum(a)** ____, ____, ____, ____, ____, (use as many spaces as addenda received)

In signing this BID we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a BID; that this BID has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this BID has not been knowingly disclosed prior to the opening of BIDS to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by Yakima County in this Invitation to BID and all terms of our BID.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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INVITATION TO BID # C11602

Tire Reclamation

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe Tire Reclamation in sufficient detail to secure BIDS for the purpose of establishing the terms and conditions for removal, recycling, reuse or disposal of car, truck and industrial vehicle tires. All parts, items and equipment which are necessary in order to provide and complete this service, shall be included in the BID. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

The Contractor shall furnish all labor, equipment, appliances and materials, and perform all operations in connection with the contract he is awarded in compliance with the terms of the contract. Only the best and safest methods of operations will be allowed.

2. Contracting Agency and Point of Contact:

This BID is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with County's employees, and other personnel performing official business for the County regarding this BID shall be made through the Buyer listed on page 2. Contact with other County personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a BID and disqualification of the Bidder. Any oral communications with other County employees will be considered unofficial and non-binding on the County.

3. Best Modern Practices:

All work, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

4. More or Less:

Quantities are estimated only and shall be BID on a MORE OR LESS basis. For the purpose of comparison, BIDS shall be made in the quantities listed in this specification. Listed quantities **shall not** be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually removed, whether greater or less than the stated amounts.

5. Contract Term:

See Section 3 of Contract

6. Pricing and Discount

The County qualifies for governmental discounts. Unit prices shall reflect these discounts.

- A. Unit prices shown on the BID or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) and in the format as stated on the BID form, unless otherwise stipulated. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the BID evaluation and contract administration.
- B. All BID pricing is to be FOB Destination, freight prepaid and included, for any destination within the State of Washington.
- C. Bidder to identify any prompt payment discount and volume discounts in BID response.

- D. So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for 12 months from receipt of contract award. Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in BID documents and contracts or agreements.

7. Price Increases:

Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of BID or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve month period of the contract.

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the County. Any invoice that is sent to the County with pricing above that specified by the County in writing within this Contract or specified within an official written change issued by Purchasing to this Contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. If requested by the Contractor in writing on the anniversary date of each year of the contract, the County will consider increasing the Contractor's rates per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous twelve months and provided that Contractor can furnish proof for rate change. Discounts applied to the Contractor's rates should not deviate from the original contract pricing scheme/methodology. The County, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within 30 days of receipt of the request. If approved, increase shall take effect 30 days after approval.
- B. Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the County.
- C. The rates and discounts shown on BID shall be consistently applied and remain firm throughout the first twelve months of the contract. If requested by the Bidder, on the anniversary date of the contract, labor rates may be adjusted per the West C, Urban Wage Earners and Clerical Workers Consumer Price Index -- 50,000 to 330,000 populations. No discount adjustments will be allowed.
- D. The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

8. Price Decreases:

During the contract period and any renewals thereof, any price declines at processing's level or if prices are lowered due to general market conditions, shall be reflected in a reduction of the contract price to the County, retroactive to the date they were effective to the Bidder.

9. Expansion Clause:

At any time during the term of this contract, or any extension thereof, other County departments may be served under these same terms and conditions. Additional like items or services may be added by the Purchasing Manager in writing, as long as the price of such additional products and services is based on the cost/profit formula as the listed item(s) and service(s).

10. Permits:

All necessary permits required to perform work are to be supplied by the Contractor at no addition cost to the County.

11. Regulations and Codes:

Contractor shall handle and dispose of all hazardous wastes in compliance with WAC 173-350-350 and all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, reuse, transportation or proper disposal of said tires and hazardous waste.

To the extent applicable, all equipment or materials shall comply with all Federal, State, Local laws, rules, regulations and standards as well as the conditions of any permits, as may be amended and that may be promulgated including but limited to Washington State vehicle regulations, Federal regulations, WSDOT, USDOT, WSDOE, WSUTC, OSHA and WISHA requirements and EPA standards. The Successful Bidder shall also take necessary steps to protect the staff and to promptly notify the staff of any emergencies during collection. The successful Bidder will provide copies of all required permits and/or licenses with their BID proposal.

12. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your proposed discount on page 2 of this document. If awarded by the County, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

13. Payments:

Contractor shall within thirty (30) calendar days of pick-up, submit properly completed invoice(s) to the address specified on the purchase order.

To insure prompt payment each invoice shall include the following information:

- Invoice date
- Contractors name and return remittance address
- BID number (C11602) and Purchase Order number
- Manifest or Bill of Lading numbers, date of shipment, weight of shipment
- Detailed description of the services and supplies provided including description of wastes, quantity, unit BID price and extended totals (shall include all laborers and operator's wages and fringe benefits, etc., all maintenance, repair, operating expenses, mobilizations and demobilization costs
- State and local sales taxes, as required by Washington State Department of Revenue
- Attached copies of Manifest(s) or Bill of Lading

Contractor is to provide a recap report of materials removed from the County sites with each payment due.

Yakima County shall make payment once per month to the successful Bidder within thirty (30) days of submission of a properly completed invoice after the materials have been removed from the County sites. Payment shall be determined by the net weight shown on the landfill scale receipts.

14. Acceptance of Terms:

Acceptance of a County Purchase Order (PO) for any services affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed within its boiler plate, and in the attached specification(s); including all penalties mentioned.

15. Sales Tax:

Yakima County's Sales Tax rate is currently 7.9%. However the amount of sales tax will not be considered in determining which BID is the lowest and best BID.

16. Tax Revenues:

RCW 39.34.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which BID in the lowest BID, after the tax revenue has been considered.

17. Clarifications and/or Revisions to Specification and Requirements:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Buyer of such concern and request modification or clarification of the BID document.

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda are posted on the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing and on Public Purchase at www.PublicPurchase.com where they will also be sent directly to interested parties who have registered with Public Purchase to received updates for this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

18. Incurring Costs:

The County is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID and all contractual requirements.

19. No Obligation to Contract:

This BID does not obligate the County to contract for service(s), or product(s) specified herein. The County reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The County does not guarantee to purchase any specific quantity or dollar amount. BIDS that stipulate that the County shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

20. Retention of Rights:

The County retains the right to accept or reject any or all BIDS or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the low BID.

All BIDS become the property of County upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the BID to County shall be the exclusive property of County and may be used by the County at its option.

21. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

22. Services Provided from Different Contractor:

Should the contracted Contractor be unable to or refuse to provide services, on any given day, against this predetermined schedule to which the supplier has agreed and the County is forced to do hire out services from a different Contractor, the difference in the BID price of the services and that paid the new Contractor, in order to do the work, shall be charged to and paid for by the contracted Contractor holding the BID award for these services.

Contractor shall not, however, be responsible for delays in delivery due to:

- A. Unavoidable mechanical breakdowns
- B. Strikes
- C. Inability to secure component materials
- D. Acts of God
- E. Fire

Provided the Buyer listed on Page 2 is notified in writing by the contracted Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

The County reserves the right to waive this clause in whole or in part, on a case-by-case basis if the Contractor can show that the delay occurred from circumstances beyond his/her control. Said circumstances would include, but not be limited to, armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect themselves.

23. Re-Award

When the contract is terminated by the Contractor upon 30 days' notice as herein provided, the County, may re-award the contract to the next most responsible Bidder. When a Contractor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible Bidder.

24. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

25. Changes:

Any proposed change to this contract, or resulting contract, shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of the terms or conditions is specifically unauthorized and is not valid.

26. Performance Bond:

The successful Bidder shall furnish a duly-executed bond upon a form approved by the County, signed by approved surety or sureties in the amount of \$25,000.00 conditioned upon the faithful performance of the contract by the Contractor within the time **prescribed** thereon. At the option of the successful Bidder, a savings account in the amount of \$25,000.00 may be assigned to the City/County for the term of the contract in lieu of a performance bond. At any time and as often as may be deemed necessary, the City/County may require any or all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account. Whenever such surety or sureties are deemed by the City/County to have become insufficient, the City/County may demand in writing that the Contractor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further risk waste management shall be allowed until such additional surety as required is furnished.

Upon the extension of this contract, a new contract bond will be required.

III. PREPARING AND SUBMITTING A BID

1. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the BID and will be awarded to the lowest responsive and responsible Bidder. Failure to respond to each of the requirements in the BID may be the basis for rejection of BID.

2. Submitting a Bid:

BIDS shall be completely uploaded into Public Purchase at www.PublicPurchase.com no later than the date and time listed on Page 2 of this BID. Late BIDS will not be accepted or evaluated. If you try to submit a BID late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, Contractor's response will be opened on the next business day of the City, at the originally scheduled hour.

Bidders must submit their BID electronically through Public Purchase where they will be kept in an electronic lockbox until date and time of opening. ALL BID RESPONSES ARE NOT VISIBLE UNTIL AFTER THE DUE DATE AND TIME AND **NOT UNTIL THE BUYER RELEASES THE RESULTS**. To register as a Contractor with Public Purchase, go to www.PublicPurchase.com or the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. The County is not responsible for late BIDS due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any BIDS. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

BIDS are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public after contract opening.

3. Multiple Bids:

Multiple BIDS from a Bidder will be permissible; however, each BID must conform fully to the requirements for BID submission. Each such BID must be submitted separately and labeled as BID #1, BID #2, etc. on the first page of their response.

4. Withdrawal of Bids:

After BID opening, BIDS shall be irrevocable until contract award unless the BID is withdrawn. Bidders may withdraw or supplement a BID online at any time up to the BID closing date and time. If a previously submitted BID is withdrawn before the BID due date and time, the Bidder may submit another BID at any time up to the BID closing date and time.

5. Standard Agreement/Contract:

A standard contract is included in this BID (VI Sample Contract). Any exceptions to the standard contract must be submitted in writing with the BID. Exceptions to the contract may lead to your BID being declared non-responsive.

IV. EVALUATION AND CONTRACT AWARD

1. Preliminary Evaluation:

All BIDS shall be evaluated against the same standards. The BIDS will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

2. Bid Evaluation:

Evaluation of BIDS shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and Bidder's supporting documentation.

3. Offer in Effect for Ninety (90) Days:

A BID may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for BID due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a BID.

4. Delay of Award

If, after BID opening, administration problems threaten to delay award beyond the Bidder's acceptance period, Bidders shall be requested to extend the BID acceptance period. This request must be made and confirmed in writing prior to the expiration date of their BID (with consent of sureties, if any) to avoid the need to re-advertise.

5. Protest Procedure:

Any protest must be made in writing, signed by the Protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: Sue.Ownby@YakimaWA.Gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with Protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal response, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest of award time frame begins. The timeframe is not based upon when the Bidder received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. General

For the purpose of these specifications, the term “Tires” shall have the following meaning: a continuous solid, semi pneumatic or pneumatic rubber covering encircling the wheel of a vehicle. Tires shall include whole or partial tires, tubes and/or liners.

Prior to the execution of a contract, the successful Bidder shall provide Yakima County adequate evidence in the form of an agreement, contract, permits, insurance and location for the proper hauling, recycling, reuse or disposal of said tires.

2. Scope of Services:

The tires shall be recycled, reused, processed into tire related products, or disposed at permitted facilities or locations approved by the local Health District, Washington State Department of Ecology, or other local and state agencies as deemed necessary. Bidder must indicate the planned ultimate disposal method for the tires or tire products.

Facility & Location	Quantities Yakima County Has Shipped In Tons			Maximum allowed to accumulate In Tons	
	2013	2014	2015	Number of Tires	Weight
Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	616.82	424.45	552.60	15,000	190 Tons
Cheyne Landfill 4970 Cheyne Road, Zillah	205.31	222.16	160.83	15,000	190 Tons
Lower Valley Transfer Station 1150 Luther Road, Granger	118.84	84.89	147.79	2,000	25 Ton
Total Shipped	940.97	731.59	861.22		

The successful Bidder shall obtain a tare weight from the scale attendant at each site prior to loading and a gross weight and receipt from the scale attendant at each site after loading.

Hours of operation by the successful Bidder must be within the Solid Waste Division’s scheduled hours of operation at each site.

Yakima County shall be responsible for keeping the successful Bidder informed of approximate tires available. To the extent possible, Yakima County may provide equipment and personnel to assist the successful Bidder in loading tires. The successful Bidder shall contact Yakima County prior to tire pickup to schedule loading availability.

3. Contractor Qualifications

The County may at any point in the BID evaluation or during the Contract verify that the contractor is meeting the qualifications of the BID/Contract.

1. The Contractor is an established waste recycler of used tires,
2. Have adequate facilities, personnel and equipment necessary to perform all requirements, terms, and conditions of the contract.

3. Is operating out of a commercial facility that is open and accessible without prior notice, a minimum of eight (8) consecutive hours per day, anytime between 6:00 a.m. and 6:00 p.m. Monday through Friday.
4. Have all the required permits and State or local business license(s).

4. Laws and Regulations

The successful Bidder shall possess a valid waste tire carrier license from the Washington State Department of Licensing.

Any facility used for recycling, reuse, and/or disposal of tires shall be approved, permitted, and/or licensed by local, state, and federal agencies.

All tires shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. The successful Bidder shall obtain the County's written approval prior to shipping wastes outside the United States for any purpose.

5. Reports

The contractor shall submit Quarterly Reports to the Yakima County Solid Waste Manager, stating tonnages hauled, and how and where tires or tire products are recycled, reused, or disposed or stored. A suggested report form is attached (see sample, Attachment C).

The successful Bidder shall also complete the Washington State Department of Ecology Recycling Survey on a yearly basis with a copy provided to the Yakima County Solid Waste Manager.

6. Tools and Equipment:

The successful Bidder shall be responsible for providing all labor, equipment, tools and other items necessary for the loading, hauling, recycling, reuse or proper disposal of said tires.

7. Loading at County's Site:

To the extent available, County may provide equipment and personnel to assist the Contractor in loading. Contractor shall ascertain the availability of County's loading equipment or personnel at the time of order placement or prior to scheduled pickup.

8. Transportation Resources:

Contractor shall provide the necessary transportation services to meet the transportation needs of the County for services provided under this contract, including short-haul and long-haul trucking, rail, and over-water transportation. BID price shall include all transportation costs, unless otherwise specified in the BID and on the Price Sheet.

Demurrage and Layover charges shall only apply when incurred at Purchaser's site and are only applicable when such charges are the result of delays cause by request or negligence of Purchaser. Contractor shall be compensated for costs associated with waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter hour basis. Demurrage and Layover charges shall be considered on a case-by-case basis with Purchaser's written approval before invoicing for such charge(s).

VI. SAMPLE CONTRACT

AGREEMENT

YAKIMA COUNTY

BID C11602

TIRE RECLAMATION

Yakima County Public Services, Solid Waste

THIS AGREEMENT, entered into this ____ day of _____, 2016, between the Yakima County ("County"), and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Compensation:

The County promises and agrees to employ, and does employ, the Contractor to cause to be done the service provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The County agrees to pay the Contractor according to the payment schedule as listed in the Contractor's attached Bid submittal.

2. Scope of Work:

The Contractor shall perform the service according to the procedure outlined in the specifications of the Bid, attached hereto & incorporated herein.

3. Term:

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Upon termination of this contract with Yakima County, the successful Bidder shall remove and/or properly dispose of debris, scrap or any other materials which have been placed upon premises due to the Tire Reclamation operation, at his own cost and expense.

Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the Bid. If Contractor wishes to revise any prices prior to the renewal of the Contract Contractor must advise the County in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.

4. Changes:

Any proposed change in this contract shall be submitted to the City/County Purchasing Office and to the Buyer listed on page 2 of the Bid document for their prior approval and they will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City/County and Contractor:

Contractor shall, at all times, be an independent Contractor and not an agent or representative of County with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of County. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of County.

6. Successors and Assigns:

Neither the County, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.

7. Property Rights:

All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the County.

8. Inspection and Production of Records

8.1 The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. Contractor's records relating to the Services will be provided to the City upon the City's request.

8.2 Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

8.3 All records relating to Contractor's services under this Contract must be made available to the City, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington State Secretary of State's record retention schedule.

9. Work Made for Hire:

All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the project manager.

10. Compliance with Law:

Contractor agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.

11. Nondiscrimination:

During the performance of this contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any County contracts.

12. Pay Transparency Nondiscrimination Provision

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation

information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

13. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

14. Indemnification and Hold Harmless:

Contractor agrees to protect, defend, indemnify and hold harmless the County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of (*enter Contractor name*), its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both (*enter Contractor name*) and the County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between (*enter Contractor name*), and the County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

15. Indemnity/Contractor's Liability Insurance:

15.1 The Service Provider agrees to indemnify and save harmless the County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance or any service hereunder.

15.2 The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

15.3 Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u> Combined Single Limit:	\$1,000,000 Per Occurrence
	\$2,000,000 Annual Aggregate
<u>Auto Liability:</u> Combined Single Limit	\$1,000,000 Per Occurrence

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

15.4 Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

15.5 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

16. Employers Liability (Stop Gap):

The contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000. The County shall not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Contractor agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

17. Business Auto Policy (BAP):

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

18. Contract Documents:

This Agreement, the Request for Bids, Scope of Work, conditions, addenda, and modifications and the Contractor's Bid (to the extent consistent with Yakima County documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

19. Performance Bond

A Performance Bond issued by a professional surety company authorized to do business in the State of Washington in the amount of \$25,000.00 shall be executed and delivered to the County and subject to approval of the Purchasing Agent within ten (10) days after notification of award to insure that work will be performed in accordance with the specifications and within time of delivery specified on the face of the Bid form. This Bond shall insure the County against failure of the successful Bidder to promptly correct all discrepancies in manufacture, materials, quality of workmanship, service, and appearance of the finished article. A certified or cashier's check will be accepted and held by the County in lieu of a bond, subject to the same provisions, terms and conditions applicable to a bond. The County will pay no interest on any check held by it in lieu of a bond under this requirement. A standby letter of credit or other security arranged by the Contractor may be substituted for the bond or check, subject to prior approval by the County. At any time and as often as may be deemed necessary, County may require any and all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account, letter of credit or other security. Whenever such surety or sureties are deemed by County to have become insufficient, county may demand in writing that the Contractor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further tire reclamation shall be allowed until such additional surety as required is furnished.

20. Pollution Liability:

Coverage at least as broad as that provided under ISO Pollution Liability - Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached and required after award and must cover all vehicles to be used with this contract.

21. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

22. Termination - Cause:

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the forgoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

23. Termination due to change in funding:

If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

24. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

25. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

26. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in a competent jurisdiction in Yakima County, Washington.

27. Authority:

The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CONTRACTOR

BOARD OF YAKIMA COUNTY COMMISSIONERS

Signature

Title

Michael D. Leita, Chairman

Print Name

Kevin J. Bouchey, Commissioner

Attest: Tiera L. Girard
Clerk of the Board

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners for
Yakima County, Washington*

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

VII. BID FORM

BID FORM

TIRE RECLAMATION NO. C11602 **YAKIMA COUNTY PUBLIC SERVICES, SOLID WASTE**

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ITEMS THEREOF AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Bid your lowest price for the following removal, recycling, reuse or disposal of car, truck and industrial vehicle tires:

Item No.	Description	Qty	Unit	Price Per Unit	Total Price
1.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima, WA.	531	Tons	\$_____	\$_____
2.	Cheyne Landfill. 4970 Cheyne Road, Zillah, WA	196	Tons	\$_____	\$_____
3.	Lower Valley Transfer Station 1150 Luther Road, Granger, WA	117	Tons	\$_____	\$_____
FREIGHT:					FOB Destination Prepaid & Included
TOTAL:					\$_____
Enter Prompt Payment Discount:					_____% net ____days

VII. BIDDERS CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed as required, and submitted with their BID before the BID close date and time:

Signature Sheet

To be filled out, signed (page 2).

Bid Form

The unit prices BID must be shown in the spaces provided (page 21).

Plan of Operations, Disposal Form

To be filled out completely (page 23).

Equipment List

List of equipment to be used during performance is this BID (page 24).

License, Permits and Bonds Form

List and Attached copies of all required licenses, permits and bonds (page 25)

Contractor Questionnaire

To be filled out completely (pages 26).

The following forms are to be executed after Notice of Intent to Award but, before Notice of Award and before any work is to begin. Failure of successful Bidder to return the following forms will be cause for disqualification and BID award may be made to the next lowest Bidder.

A. Contract

This agreement to be executed by the successful Bidder (pages 15).

B. Performance Bond

Duly-executed bond upon a form approved by Yakima County (page 29).

C. Certificate of Insurance with Attached Additional Insured Endorsement

Refer to attached sample of Certificate of Insurance and Additional Insured Endorsement (pages 30).

D. Personal Inventory Form (page 30).

PLAN OF OPERATIONS

Bidder: _____ Date: _____

Indicate, in detail, how you propose to use, recycle, and/or dispose of tires and/or tire products. Use additional pages if needed.

(Please See Attachment)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EQUIPMENT LIST

Bidder: _____ Date: _____

Indicate the make, model, year and license of each vehicle and/or equipment to be used for transportation and processing of tires and/or tire products.

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

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Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

Vehicle/Equipment Make _____ Model _____

Year _____ License No. _____

LIST OF LICENSES, PERMITS, AND BONDS

Bidder: _____ Date: _____

1. List all required licenses, permits, authorizations, and bonds.
2. Attach copies of all required licenses, permits, and bonds.
3. Attach copies of all required licenses and bonds for proposed processors and/or disposal sites

(Please See Attachment)

[illegible]

CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT 1 of 3

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid. **Failure to submit this form fully complete, may result in disqualification of Bid.**

CONTRACTOR INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Hours of Operation _____ AM until _____ PM Days of Operation _____ through _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Contractor License No. _____ Effective Date _____ Expiration Date _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this Bid.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT 2 of 3

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

Number of years Contractor has been engaged in Business: _____

REFERENCES

Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.

1) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

2) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

3) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT 3 of 3

QUALIFICATIONS & RESPONSIBILITY

Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

Yes: _____ No: _____

Have a Washington Employment Security Department number, as required in Title 50 RCW;

Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Is Contractor disqualified?

Yes: _____ No: _____

The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows:
(Name of any and all exceptions and reason thereof)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$25,000.00 for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this _____ day of _____, 2016.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of County Commissioners on _____, 2016, the Board of County Commissioners and Clerk of the Board of YAKIMA COUNTY has let or is about to let to the said _____ the above bounden Principal, a certain contract, the said contract being numbered _____ and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Contractors and material men, and all persons who shall supply said principal of sub-Contractors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Contractors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Contractor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved:

SAMPLE OF CERTIFICATE OF INSURANCE



GENERAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Insurance Agent Information</td> </tr> <tr> <td>PHONE (A/C, No, Ext)</td> <td>FAX (A/C, No)</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: <input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: A-VII or better, admitted carrier</td> <td>NAIC#</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Insurance Agent Information		PHONE (A/C, No, Ext)	FAX (A/C, No)	E-MAIL ADDRESS: <input type="checkbox"/>		INSURER(S) AFFORDING COVERAGE		INSURER A: A-VII or better, admitted carrier	NAIC#	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Insurance Agent Information																					
PHONE (A/C, No, Ext)	FAX (A/C, No)																				
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED ENTITY INSURED ADDRESS																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ 5,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COM/PROP AGG
							\$
A	AUTOMOBILE LIABILITY	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS						\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						\$
	<input type="checkbox"/> OCCUR						AGGREGATE
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		POLICY NUMBER	start date	stop date	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000
							E L DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E L DISEASE - POLICY LIMIT
							\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">SIGNATURE</div>
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ACORD25(2010/05)

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SAMPLE OF ATTACHED ADDITIONAL INSURED ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OR SAMPLE OF BLANKET ADDITIONAL INSURED ENDORSEMENT

COMMERCIAL GENERAL LIABILITY
WN GL 49 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The Limits of Insurance** applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.
- C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- D. As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:**
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
COVERAGE APPLIES TO
CERTIFICATES OF INSURANCE
REFERENCING FORM CG2503

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

gate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Personnel Inventory Form

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE: YES___ NO___ If yes, what is your certification number? # _____

Contractor's Entire Work Force - if you need additional space, photocopy this section and attach it to this form.

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the Contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.